

EXHIBIT 3

**AGILENT EEs of EDA/TIBURON DESIGN AUTOMATION
SOFTWARE LICENSE AND DISTRIBUTION AGREEMENT
AMENDMENT NO. 6**

This Amendment No. 6 (this "**Amendment**") to the Software License and Distribution Agreement effective 9 June 2003 (the "**Agreement**") is made by and between Tiburon Design Automation, Inc. and Agilent Technologies, Inc. in order to amend the Agreement to (1) change the royalty payment structure from per-unit payments to an annual fixed fee; (2) extend the term of the Agreement to 31 October 2012; (3) modify the Licensor's support responsibilities and add acceptance criteria for GoldenGate integration; (4) expand the number of products in which the Software may be distributed; and, (5) include a provision for the purchase of the Software source code. All capitalized terms not defined in this Amendment have the meaning set forth in the Agreement.

Therefore, the following changes are made:

- a) in Section 1 DEFINITIONS subsection 1.5 is deleted in its entirety and replaced with the following: "Agilent Product" means any of Agilent EEs of EDA's ADS/RFDE, GoldenGate, and GENESYS products.;
- b) In section 2 LICENSE GRANT the following is added to the end of subsection 2.1:
"Subject to the terms and conditions of this Agreement, Tiburon further grants to Agilent a fully-paid up, worldwide, perpetual license to use, copy and modify the Software source code, and to distribute object code versions of the Software or modifications to the Software made by Agilent, solely for the Permitted Purposes (defined below), which may only be exercised by Agilent upon Tiburon, or any successor company: either (1) ceasing to do business in the normal course, or (2) failing to provide the required maintenance support set forth in Exhibit B-1 to this Agreement, which failure is not cured within thirty (30) days after receipt of notice thereof from Agilent. Such Software source code shall be used only for the purpose of delivering Verilog-A (solely in object code), and providing enhancements, bug fixes and error corrections (in each case, solely in object code) to End-Users as part of Agilent's associated maintenance support obligations to such End-Users (the "**Permitted Purpose**"). In the event of a termination or non-renewal of the Agreement initiated by Tiburon (other than due to Agilent's material breach of the Agreement), Agilent may obtain the foregoing license to the Software source code upon full payment to Tiburon of the Source Code Fee (the "**Source Code Option**"). In no event may Agilent distribute, sublicense, transfer, assign or permit access to or otherwise make available the Software source code, or any derivative or modification thereof in source code format, to any third party (including but not limited to End-Users), nor may Agilent sublicense, transfer, assign, distribute, permit access to or otherwise make available the Software, or any derivative or modification thereof, whether in source code or object code formats, to any other entity that is an EDA vendor or is a competitor of Tiburon. The parties acknowledge and agree that the Software source code and any other source materials provided by Tiburon, including but not limited to any test suites, are the Confidential Information of Tiburon. [To the extent that Agilent makes any derivatives or modifications to the Software source code pursuant to the Source Code Option ("**Agilent Modifications**"), Agilent hereby grants to Tiburon a perpetual, irrevocable, royalty-free, fully paid up, worldwide, non-exclusive license, under Agilent's intellectual property rights in and to such

Agilent Modifications, to make, use, have made, sell, offer for sale, import, export, reproduce, distribute, display, perform, modify or prepare derivative works, or otherwise develop, exploit or commercialize, and to sublicense any of the foregoing rights, any such Agilent Modifications. Agilent has no obligation to provide or deliver any Agilent Modifications to Tiburon];

- c) section 3 INDEPENDENT DEVELOPMENT is deleted in its entirety and replaced with the following: "Agilent will not be constrained in any manner from independently developing (i.e. without use or reference to Tiburon's confidential information, including Tiburon's Software source code or test suites), acquiring or marketing products or technologies that may perform the same or similar functions as products or technologies provided by Tiburon; provided however, that Agilent EEsof EDA will not use or develop an alternative Verilog-A capability during the term of the Agreement from that provided by Tiburon. Agilent EEsof EDA may begin development of an alternative Verilog-A capability during the term of the Agreement but only after it has given written notice of its intent to terminate or not renew the Agreement in accordance with the requirements of section 14 TERM AND TERMINATION.";
- d) in section 4 PAYMENT subsection 4.1 is deleted in its entirety and replaced with the following: "Agilent agrees to pay Tiburon an annual, non-refundable license fee of US \$268,000 for the license and distribution rights set forth in this Agreement. Such fee shall be paid in equal quarterly installments of US \$67,000 within 30 days of the end of each October, January, April and July. In the event Agilent elects to extend this Agreement beyond 31 October 2012, then the annual fee for each year Agilent extends the Agreement shall be US \$240,000 payable in equal quarterly installments of US \$60,000 at the end of each October, January, April and July. In the event of expiration of this Agreement, then Agilent has the option to select an extension period during which it may continue to distribute the Software under the terms of this Agreement. Agilent shall pay Tiburon a quarterly fee of US \$60,000 for the period of this post-expiration extension. In the case where the Agreement terminates or expires other than as a result of Agilent's breach, Agilent also has the option to obtain a license to Software source code as specified in section 2 above for a one-time non-refundable fee of US \$1,500,000 (the "*Source Code Fee*").";
- e) in section 5 DELIVERY AND ACCEPTANCE, the following sentence is added to the end of subsection 5.2: "For the GoldenGate Verilog-A Integration effort acceptance shall be in accordance with the criteria set for in Exhibit F.";
- f) in section 6 MAINTENANCE, SUPPORT AND TRAINING, subsection 6.1.3 "Termination" is deleted in its entirety and replaced with: "In the event this Agreement is terminated by Tiburon, Tiburon shall have no obligations to provide support or updates to Agilent during any post-expiration extension period Agilent may elect, as provided in Section 14.1 below. Agilent may use the Software and Documentation to support End-Users for five years following expiration of the Agreement."
- g) in section 14 TERM AND TERMINATION, subsection 14.1 is deleted in its entirety and replaced with the following: "The term of this Agreement will be effective as of the Effective Date and continue until 31 October 2012. Agilent may, at its sole option, elect to extend the Agreement for one-year periods subject to the payment provisions of Section 4. In the event Agilent does not intend to extend the Agreement or if Tiburon elects to terminate the Agreement then the terminating party must provide six months' written notice of such termination but in no event may either party provide such notice prior to 1 May 2012. In the case of an election to not extend by Agilent the termination date shall be six months from the written notice; in




the case of a termination by Tiburon the termination date shall be the date that Agilent specifies as set forth in, and subject to, section 4."


- h) Exhibit A ROYALTY AND ROYALTY REPORTING is deleted in its entirety.
- i) Exhibit B is deleted in its entirety and replaced with the attached Exhibit B-1 attached hereto and made a part hereof.
- j) EXHIBIT F GOLDENGATE VERILOG-A ACCEPTANCE CRITERIA is attached hereto and made a part hereof.

Except for the changes made in Amendment No. 3 all other provisions of the Agreement shall remain unchanged and will continue in effect for the term of the Agreement. The changes of Amendment No. 3 are hereby cancelled and shall not apply to this Agreement. If there is a conflict between this Amendment and the Agreement, including prior Amendments, the terms of this Amendment will take precedence. This Amendment is effective 1 November 2009.

AGILENT TECHNOLOGIES, INC.

TIBURON DESIGN AUTOMATION, INC.

BY: 
Todd Cutler
Marketing Manager

BY: 
PATRICK O'HALLORAN
VP Engineering

DATE: 11/5/09

DATE: 11/2/2009

EXHIBIT B-1
AMENDMENT NO. 6

MAINTENANCE AND SUPPORT

Tiburon will provide at a minimum the following maintenance and support with respect to the Software:

- A. Take appropriate corrective action on any defect report it receives in accordance with Tiburon's then-effective standard maintenance and support policies and procedures and, where appropriate, provide Agilent with the necessary data or software to allow Agilent to distribute a correction to End Users.
- B. Maintain a telephone number and technician to receive calls during Tiburon's normal business hours concerning problems and questions, including receiving calls from Agilent customers forwarded by Agilent.
- C. Provide prompt notification and assistance if Tiburon determines a problem exists.
- D. Provide normal evolutionary enhancements and updates, including instructions for implementation, to the extent that Tiburon generally provides such enhancements to Tiburon's other customers without separately charging for such enhancements. For Agilent's ADS/RFDE and GoldenGate products, Tiburon shall continue to provide Agilent with full support, which consists of providing the foregoing updates and integration. For Agilent's GENESYS products only, Tiburon will provide Agilent with basic support, which consists only with providing the foregoing enhancements and updates. Integration for the GoldenGate products must be completed by 30 April 2010 and performance must match current GoldenGate Verilog-A performance and meet the mutually-agreed acceptance test suite.
- E. Provide a designated, knowledgeable support contact for providing technical support, who may be changed by written notice.

To provide adequate maintenance and support to Agilent, Tiburon agrees to maintain at its site the appropriate Agilent products to reproduce and resolve the Software problems occurring on such Agilent product. For so long as Tiburon is required to provide support hereunder, Agilent grants to Tiburon a reasonable number of licenses to use such Agilent products as required for its support obligations hereunder. Tiburon agrees to provide the above maintenance and support to the relevant Agilent personnel as may be designated from time to time.